

Town of Tupper Lake Regular & Organizational Meeting

January 9, 2020

Roll Call: Supervisor Patricia S. Littlefield
 Councilman John Quinn
 Councilman Michael Dechene
 Councilwoman Mary Fontana

Absent – Councilwoman Tracy Luton

Recording Secretary: Laurie J Fuller – Town Clerk

Press: Dan McClelland – Tupper Lake Free Press
 Aaron Cerbone – Adirondack Daily Enterprise

Also: William Dechene – Highway Superintendent
 Angie Snye – Recreational Director

Guest: John Gillis – Guest Speaker
 James Lanthier Jr.
 Mr. & Mrs. Herbert Kentile
 John Klimm & Barbara Close

Mrs. Sexton's Highschool Students
 Sierah LaValley Cody Hill
 Kirill Mikhailovsky Skyler Pickering

Supervisor Littlefield called meeting to order at 6:02 p.m. opening with the Pledge of Allegiance.

First order of business, swearing in Councilwoman Mary Fontana for another 4 – year term, by Town Clerk Laurie Fuller.

Supervisor Littlefield posted & handed out copies of new Proposed Rules of Procedure for the Public Comment Period, during a Town Board Meeting, taken from the Town Law Manual.

If a question, person will finish speaking the 3 min. and then board members will answer if they wish to.

Public Comment

John Klimm address the Town Board again on sidewalk issue, stating it has been 2 years and Town still has done nothing to repair it. He has been in contact with Governor Cuomo, and the Watertown DOT. Asking why the Town cannot apply for a government grant to fix sidewalk.

Barbara Close address the board also on sidewalk, stating as Town Supervisor you are required by New York State and DOT to follow the rules, and they say the Town is responsible for maintaining the sidewalk.

1. Mr. John Gillis
 Cross Country Ski Trail:

Mr. John Gillis presented a slide show of the history including a timeline, and improvements to the James C. Frenette Recreational Trails. Mr. Frenette had been developing cross country ski trails on this area since the 1960s. 2008 started grooming trails with donated Bear Cat machine and homemade drags. In 2013 Town gave Mr. Gillis permission to cut trails along the sides of fairways. Three hundred and fifty people signed in on sign in sheet last year to ski trails. Donations are left in money box or sent in to help maintain trails and purchase equipment, a total of \$15,000.00 at the start of this year. Many volunteers have helped make this trail a success, such as Mr. James Frenette Sr., John Gillis, John Quinn, Eric Lanthier, Angie Snye, Town and Village crews. Added new to the multi -use trail will be fat tire bikes. Town Board named the cross-country ski trail, the James C. Frenette, Sr. Recreational Trail in January of 2019.

2. Organizational Appointments & Committees:

Supervisor read as follows:

2020 Organizational Meeting

January 9, 2020

Assessor	K. Paul O’Leary	
Deputy Town Clerk & Registrar	Donna Maliszewski & Angela Snye	
Building Custodian	Donna Maliszewski	
Court Clerk, Part Time	Laurie Fuller	
Dog Officer	Wayne LaPierre	
Tax Collector for the year 2020	Laurie J Fuller & Donna Maliszewski, Deputy	
Deputy Highway Superintendent	Derek Foote Highway Superintendent’s Appt.	
Deputy Supervisor	Councilman John Quinn Supervisor’s Appt.	
Hazardous Waste Control Officer		
Town Historian	Jon Kopp	
Town Health Officer	Joan Stuart, RN	
Town Planner	Paul O’Leary	
Town Planner Clerk	Samantha Davies	
Land Use Code Administrator/Code Enforcement Officer	Paul O’Leary	
Town Accountant	Samantha Davies	
Budget Officer	Supervisor Patricia Littlefield	
Town Attorney	Kirk Gagnier	
Town Emergency Manger	Carl Steffen	
Recreation Director	Angela Snye	
Legal Holidays Observed	New Year’s Day Washington’s Birthday Independence Day Columbus Day Thanksgiving Day Christmas Day	Lincoln’s Birthday Memorial Day Labor Day Election Day Veteran’s Day Martin Luther King Day
Town Clerk’s Petty Cash	\$200.00	
Mileage Allowance	.58 cents	
Acceptance of Payment by Credit Card	Town Clerk, Tax Collector, Little Wolf Campground, Town Court	
Official Depository	Community Bank	
Official Newspapers	Tupper Lake Free Press Adirondack Daily Enterprise	
Regular Monthly Board Meeting	2 nd Thursday – 6:00 P.M.	
Standard Workday for Office Staff	8:30 a.m. – 4:00 p.m.	

Motion to approve 2020 Appointments was made by Councilman Dechene

Seconded by Councilwoman Fontana
All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

2020 Committees

HIGHWAY DEPARTMENT	Supervisor Patricia Littlefield Councilman John Quinn
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LITTLE WOLF BEACH & CAMPSITE	Councilman John Quinn Supervisor Patricia Littlefield
TOWN OFFICES, BUILDINGS & PROPERTIES	Councilman Michael Dechene Councilwoman Mary Fontana
TUPPER LAKE COUNTRY CLUB	Councilman Michael Dechene Supervisor Patricia Littlefield
AUDIT COMMITTEE	Councilman Michael Dechene Councilwoman Mary Fontana
DOG CONTROL	Supervisor Patricia Littlefield Councilwoman Tracy Luton
TOWN PLANNER & YOUTH ACTIVITY DIRECTOR	Supervisor Patricia Littlefield Councilwoman Tracy Luton
JOINT VILLAGE & TOWN FIRE COMMITTEE	Supervisor Patricia Littlefield Councilman John Quinn
Setting Pole Dam	Councilman John Quinn Councilman Michael Dechene

Motion to approve Committees was made by Councilman Quinn

Seconded by Councilwoman Fontana
All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene

3. Approve Minutes:

Town Clerk provided board members with a drafted copy of minutes dated November 14, 2019 and December 12, 2019 for approval.

Motion to approve minutes as written for meetings dated November 14th and December 12th 2019 was made by Councilman Dechene.

Seconded by Councilman Quinn
All Town Board Members voted 3 AYE- Littlefield, Quinn, Dechene
1 Abstain- Fontana

4. Approve Abstract #1 of Audited Vouchers:

Town of Tupper Lake
Abstract #1 – January 10, 2019

Vouchers # 2019-0953 to 2019-0967 &
2020-0001 to 2020-0022

<u>Fund</u>	<u>Prepaid/Debit</u>	<u>Unpaid</u>	<u>Total</u>
200.01-200.31	\$2,796.82	\$56,889.95	\$59,686.77

Motion to approve Abstract #1 of Audited Vouchers in the amount of \$59, 686.77 was made by Councilwoman Fontana

Seconded by Councilman Quinn
All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

5. Approve Budget Transfer:

Councilman Dechene made a motion to approve Budget Transfers in the amount of \$6,831.44 as submitted.

Seconded by Councilwoman Fontana

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

6. Approve General Fund Loans:

Councilwoman Fontana made motion to approve General Fund Loans in the amount of \$6,316.91 as submitted.

Seconded by Councilman Dechene

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

7. Approve Town Departments Monthly Reports:

Code Officer

Monthly Report

December 2019

5 Building Permits issued in December

0 Demolition Permit issued

0 Complaint filed

Completed 6 field inspections

December 2019 miles logged 74

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary

Code Enforcement Officer

Town of Tupper Lake

Recreation Director

Board Report Youth Activities

1/8/2019

Angie Snye

Nordic Ski Trails: Work has been completed on the new section of ski trails – we can't say "thank you" enough to the volunteers led by John Gillis for all the hard work they've put in to this.

Youth Ski Club: Our ski club enrollment has jumped to 26 kids! We hiked the first two days we met, and we had a little snow on our third and fourth day – even though it was brutally cold. We finally got a little more snow and were able to hit the trails yesterday after the Holiday break. The kids got out on the new trail is super fun, it was a great ski! As every year, the skiers vary quite a bit in age and ability, and these trails accommodate everyone really well. Our group of chaperones changes day to day, we very much appreciate all the time you've all put in so far. It's going to be a great season!

Junior Lumberjack Scramble: This year's Junior Lumberjack Scramble ski race is scheduled for Saturday February 15. We've been in contact with other ski clubs in our area and have high

hopes that we'll have a great turnout! We are always looking for volunteers for the race – we would need people to spot out on the race courses, to record times, to help with raffles and food. Please get in touch if you'd like to help.

Tupper Tumbling: We are hoping to have another session of tumbling for spring. Now that we've turned the calendar we'll start talking about dates and schedules. Stay tuned for more information on that.

Little Wolf Beach & Campground: We have been busy with campsite inquires and confirmations. 2020 is going to be a busy season.



Dog Control Officer

Town of Tupper Lake
Dog Control Report

For the Month of: December 2019

Date: January 8, 2019

Complaints Received	5
Complaints Answered	5
Dogs Captured	0
Dogs return to owner	0
Impound Fees Collected	0
Dogs turned over to DCO	0
Dogs transported to Humane Society	0
Dogs Adopted	0
Dogs Euthanized	0
Dogs treated by Vet	0
Dangerous Dog Complaints	0
Tickets issued	0

Report prepared by Wayne LaPierre DCO

Town of Tupper Lake
Dog Control Report

For the Month of: November 2019

Date: December 4, 2019

Complaints Received	3
Complaints Answered	3
Dogs Captured	0
Dogs return to owner	0
Impound Fees Collected	0
Dogs turned over to DCO	0
Dogs transported to Humane Society	0
Dogs Adopted	0
Dogs Euthanized	0
Dogs treated by Vet	0
Dangerous Dog Complaints	0
Tickets issued	0

Report prepared by Wayne LaPierre DCO

Highway Department

Town of Tupper Lake Highway Department
Highway Superintendent
William Dechene

Monthly report December 10, 2019 – January 6, 2020

- Took the ATV to Malone to have the hand warmers and CV boots repaired and picked up and returned to the Country Club.
- Weekly dump run for the Town Hall & Maddox Hall.
- Cold patched pot holes as needed.
- Filled frost dips with stone dust where needed.
- Plowed and sanded roads per weather conditions.
- Plowed and sanded parking lots per weather conditions.
- Went to Watertown to pick up track skid steer to use on the cross- country ski trail. Used it for 2 weeks an returned it to Watertown.
- With help from Village DPW and the Water Dept. and line crew we completed building the new cross-country ski trail and set the telephone poles in place for the 3 bridges.

Fuel and gas records per other logs.

Motion to approve Town Departments Monthly reports as submitted was made by Councilman Quinn

Seconded by Councilman Dechene
All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

8. Committee Reports:

Councilwoman Fontana wished to thank all the volunteers who work on cross country ski trails.

Councilman Dechene reported Town has received lease agreement from Town Attorney for Country Club Restaurant, Jamie Armstrong will be the licensee. The club sent quotes for kitchen equipment board agreed to purchase at last meeting. Everything in kitchen, purchased, even by club will belong to town. Also complementing all the great work volunteers did on cross-country ski trail, would love to see it a four- season trail.

Councilman Quinn reported broadband surveys are back, will try to make a second attempt to ones not deliverable.

Supervisor Littlefield reported ROOST is no longer the Marketing Tourism for Franklin County, Local Development Agency took over, Jeremy Evans is the Executive Director. Attended meeting on the entry signs for Town and Village, getting ready to go out to bid. Supervisor Littlefield thanked Mr. Tony Quinn for donating the beautiful 12 ft. Christmas tree for our lobby.

9. Approve Procurement Policies & Procedures:
Resolution #1/2020

Resolution #1 / 2020
PROCUREMENT POLICIES AND PROCEDURES

This Resolution sets forth the policies and procedures of the Town of Tupper Lake to meet the requirements of General Municipal Law, Section 104-b.

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interests of the tax-payers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the governing board is adopting internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general or local law.

Except for procurements made through county contracts, or through state contracts, alternative proposals or quotations for goods and services shall be secured by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b.

Documentation of actions taken, in connection with each procurement is required as follows:

Purchasing Exhibit

Methods of competition to be used for non-bid procurement

Chart:

	Written Quotes		Bid	RFP	Other
	2	3			
Purchase Contracts up to \$9,999:					
Under \$1500.	Discretion of Purchaser				
\$1501 - \$3,000	X				
\$3,001 - \$9,999		X			
\$10,000 total or more			X		
Public Work Contracts Up to \$19,999:					
Under \$3,000	Discretion of Purchaser				
\$3,001 - \$19,999	X				
\$20,000 total or more			X		

Cooperative bids, state contracts, county contracts or preferred vendors must be utilized prior to initiating a non-bid procurement. Obtain procedures from the division office.

General Municipal Law requires that similar procurements that exceed \$10,000 in a fiscal year must be grouped together for the purpose of determining whether a particular item or group of items must be bid. Such bids will be made at the discretion of the Business Manager.

*An RFP may be required; however, contracts for professional services may be awarded without competitive bidding.

DEFINITIONS:

Purchase Contract: An order for supplies and/or equipment or other goods.

Public Works Contract: An order for the construction or repair of any building, structure, fixture or other improvement on real property including all materials used and all work, labor and other services rendered in connection with such construction or repair.

Professional Services: A service involving specialized skill, training and expertise, use of professional judgment or discretion, and/or a high degree of creativity.

RFP: Request For Proposal

Purchase order number needed for \$100.00 dollars or more.

Awards to Other Than Lowest Dollar Offer

Whenever any contract is awarded to other than the lowest responsible dollar offerer, the reasons such an award furthers the purpose of General Municipal Law, Section 104-b as set forth herein above shall be documented.

Comments concerning the policies and procedures shall be solicited from Town Board members prior to the enactment of the policies and procedures, and will be solicited from time to time hereafter.

The Town Board shall annually review these procedures. The town clerk shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

The unintentional failure to full comply with the provisions of this General Municipal Law, Section 104-b, shall not be grounds to void action taken or give rise to a cause of action against the Town of Tupper Lake, or any officer or employee thereof.

The above RESOLUTION was unanimously adopted by the Town Board of the Town of Tupper Lake on January 9, 2020.

Town Clerk, Town of Tupper Lake

Date: January 9, 2020

Motion: Councilman Quinn

Seconded: Councilman Dechene

Action: Carried 4/0 vote Littlefield, Quinn, Dechene, Fontana

10. Authorize Payment for Standard Monthly Statements:
Resolution #2/2020

Resolution #2 / 2020

RESOLUTION AUTHORIZING PAYMENT FOR STANDARD MONTHLY STATEMENTS

Councilman Michael Dechene offered the following resolution.

WHEREAS; A Resolution authorizing Supervisor to approve payment for standard monthly statements prior to regular monthly board meeting in order to avoid late fees.

Councilwoman Mary Fontana duly seconded this resolution, and adopted as follows:

Supervisor Patricia S. Littlefield	AYE
Councilman Michael Dechene	AYE

Date: January 9, 2020

Resolution # 3 /2020
LEASE AGREEMENT

BY: _____
Probation Department Executive Director

12. Contract Agreement with Dog Control Officer:

Resolution # 4 / 2020
DOG CONTROL OFFICER CONTRACT

This agreement is made as of this 1st day of January, 2020 by and between the Town of Tupper Lake and the undersigned, Dog Control Officer (“DCO”).
Whereas, the Town upon appropriate board resolution and the DCO desire to enter into a contractual relationship wherein the DCO will provide dog control officer services to the Town; and
Whereas, the parties hereto desire to set forth their understanding of this agreement.
Now, therefore, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The Town shall pay the DCO the sum of \$500.00 per month which includes mileage (prorated in the event of a partial month) for said services.
2. The DCO shall be an independent contractor and not an employee of the Town, and shall maintain all necessary or appropriate insurance coverages to protect the Town and provide proof thereof.
3. The DCO shall familiarize himself with the protocols, statutes and best practices pertaining to the office, including review of the agricultural and markets laws and the dog control officer & municipal shelter guide attached.
4. The DCO shall in a timely manner at least monthly provide the Town Clerk all required documentation of service as it pertains to the Town of Tupper Lake and the NYS Agriculture and Markets regulations.
5. In the event the required documentation is untimely the Town has the authority to withhold payment until such time as the documentation is received.
6. The DCO shall serve at the pleasure of the town board and this contract may be terminated with or without cause at any time.
7. The DCO agrees to indemnify, defend and hold harmless the town for any damages resulting from any action or inaction undertaken by the DCO in connection with his duties if said damages are not covered by insurance.

In Witness Whereof, the parties have executed this agreement as of the date set forth above and the said agreement shall become effective upon the date of the last signature hereon.

TOWN OF TUPPER LAKE DOG CONTROL OFFICER

Patricia Littlefield, Supervisor Wayne LaPierre

Motion: Councilman Quinn

Seconded: Councilwoman Fontana
Absent: Councilwoman Luton

Action: Carried 4/0 Littlefield, Quinn, Dechene, Fontana

13. Town Attorney Retainer Agreement:

Board Members agreed to **TABLE** Town Attorney’s Retainer Agreement until next meeting.

14. Approve Lease Agreement
For Lessee at Tupper Lake Country Club:

LICENSE / LEASE
AGREEMENT
Resolution #5/2020

THIS AGREEMENT made as of January 9, 2020 by and between the TUPPER LAKE COUNTRY CLUB, INC., a domestic corporation with offices at 141 Country Club Road, Town of Tupper

Lake, New York, party of the first part, hereinafter called the "Club", and JAIME ARMSTRONG with an address of _____, the party of the second part, hereinafter called "Licensee".

WITNESSETH:

WHEREAS the Club has been granted a concession to operate the premises known as the Tupper Lake Country Club by the Town of Tupper Lake, hereinafter referred to as "Town", and

WHEREAS the Club has determined that it will be in the best interest to license the operation of the restaurant facilities at the Tupper Lake Country Club, and

WHEREAS the Licensee agrees to assume the operation of the restaurant facilities and beverage cart(s) ("Premises").

NOW, THEREFORE, in consideration of the use of the Premises by the Club and Town to Lessee, and the sum of \$4,500 each year paid by Licensee to Club, the sufficiency of which is hereby mutually acknowledged, the parties hereto covenant and agree as follows:

1. a. The Club agrees to and hereby does license, and Licensee agrees to take and hereby does take, that portion of land and facilities granted to the Club by the Town under the concession agreement known as the Clubhouse for a term of six months each year of the license over a three year period, to October 15, 2022. The occupancy shall commence on the 15th day of April, each such year and end on the 15th day of October, each such year. The license may be renewed upon mutual agreement of the parties.
- b. The Club agrees to and hereby does license, and the Licensee agrees to take and hereby does take the beverage cart operations and the operations of any mutually agreed outside food service area for a term of six months each year from April 15, to October 15, in the years 2020, 2021 and 2022. The license may be further renewed by mutual agreement.
2. Licensee agrees to pay the Club a \$1,500.00 deposit and in addition as a license fee the sum of \$4,500.00 for each annual license period, all to be paid as follows:
 - a. \$1,500.00 deposit at the time of execution of this Lease, said deposit to be applied to any unpaid rent, cleaning or the floor refinishing as set forth herein. In the event the deposit is reduced for payment of unpaid rent, cleaning or floor maintenance, the deposit shall be replenished to a total amount of \$1,500 by February 28th of each year of the term.
 - b. \$750.00 on the 1st day of each month of April, May, June, July, August, September and on the 1st day of such months each year thereafter for the succeeding term(s).
3. The club agrees to waive the annual license fee of \$4,500 for the 2020 year.
4. The parties agree that use of all furniture, furnishings, fixtures, utensils and equipment owned by the Club and located at the Clubhouse, are included in this agreement. The parties agree to split equally any expense of refinishing the main hardwood floor if the Club deems it necessary. Said task to be arranged by the Club. The Club shall send a statement to Licensee equal to one-half of the cost or an amount not to exceed \$500.00, whichever is less, payable by separate payment from the Licensee on August 1st of each year, or from the Deposit, at the Licensee's option.
5. The Club agrees:
 - a. to keep and maintain the plumbing, sewage, heating and electrical systems in good working order provided no repairs are occasioned by the neglect, negligence or misuse of the system by the Licensee in which case the Licensee shall be responsible for said cost. The Club shall be responsible for ensuring that the premises shall be up to code and shall provide a copy of a current Certificate of Occupancy. It is understood, however, that said premises shall not be open for business during the months of November, December, January, February and March of each year without express written permission of the Club. The Club accepts no responsibility for the maintenance of said systems during those months given any event;
 - b. to see that all appliances, machinery and equipment in and about the premises which are fixed assets of the Town are in proper working order on April 15th. The Club shall have responsibility for the maintenance/repair thereof, except for repairs which shall be occasioned by the neglect, misuse or negligence of the Licensee in which case Licensee shall bear responsibility;
 - c. to provide the Licensee with a set of keys to the Premises. Club warrants that the Licensee and the Club Chair shall be the only parties authorized to have access to the Premises. The Licensee's keys shall be returned to the Club at the end of the term of this license; and

- d. to provide two (2) signs in appropriate locations to notify the Members and public that private alcohol is not allowed on the course and that all alcoholic beverages shall be purchased from the Licensee at the restaurant or from the Golf cart service.
6. Licensee agrees:
- a. to obtain and keep in force any and all licenses, including a liquor license, and permits as may be required by any governmental agency in the conduct and operation of the restaurant and bar;
 - b. to comply with all laws, rules and regulations pertaining to the operation of the restaurant and bar and to pay any fees necessary to comply with same including necessary licensing of the beverage cart;
 - c. to keep the Clubhouse, open for business every day Monday through Sunday from at least 11:00 a.m. until 10:00 p.m. during the months of July and August and from noon until 10:00 p.m. during the months of May, June, September and October. The Clubhouse shall be closed on Mondays at the Licensee's discretion. It is understood and agreed, however, that Licensee may close the restaurant during May, June, September and October by 8:00 p.m. when weather and other conditions indicate that it would be economically prudent to do so. The beverage cart will be in the parking lot at 3:30 on twilight nights and for club events, with regular rounds on the course for daily play. Any variation from this schedule should be approved by the Town Board or Club member that represents the Clubhouse prior to the variation. Licensee agrees to maintain a phone answering machine with weekly hours of operation listed;
 - d. to open the Clubhouse by 7:00 a.m. for the purpose of selling coffee and breakfast foods during the Annual Tupper Lake Open tournament and during other special events as may be designated by the Club and approved by the Licensee;
 - e. to take out and keep in force during the term of this agreement in which Licensee actually occupies the premises, adequate general liability insurance with a minimum limit of \$1,000,000.00 per occurrence and to name the Club and the Town thereon as additional named insured and to furnish the Club and the Town with proof that said policy has been issued and has coverage equal to or better than the minimum specified. A copy should be provided to the Club Board as proof before the first day of business;
 - f. to protect, defend and hold the Club and the Town harmless from any and all claims, liability and damage of whatsoever kind of nature arising out of or in connection with the maintenance, operation or use of the facilities and/or equipment by Licensee, its agents, employees, designees, invitees or guests;
 - g. to require all employees be neatly and cleanly dressed in clothing appropriate to the operation of a fine restaurant;
 - h. to keep the interior of the premises and kitchen area neat, clean and in compliance with any governmental regulations; and to clean up and remove debris from the lawns and parking lot in the immediate vicinity of the Clubhouse;
 - i. to dispose of Licensee's garbage that may be placed in the garbage bin adjacent to the Clubhouse;
 - j. to promptly pay when due all fuel, electric, water, cable/satellite and telephone charges as the same are billed to the Club or to Licensee in connection with the restaurant facilities;
 - k. to at all times provide for adequate service to the Club members and their guests. Whenever any activity shall be conducted on the premises which is not sponsored by the Club, such as wedding receptions and other private parties, Licensee will provide for suitable and adequate service to the members and guests by reserving and setting aside an appropriate area for member use. Licensee agrees to collect a facility use fee of \$750.00 payable to the Club for wedding receptions and other large private parties;
 - l. Licensee agrees to apply for an on-premises liquor license or renewal and any license or renewal required for the Golf Cart service by March 1 of each year of this Agreement;
 - m. not to assign any rights or obligations under this agreement or any part thereof, without prior written consent of the Club and the Town;
 - n. not to make any alterations or improvements or install fixtures to the licensed premises without the prior written consent of the Club and the Town. Any alterations, improvements or fixtures installed by Licensee shall become property of the Club and the Town. The Club and the Town shall not be liable or pay to Licensee any reimbursement or set off against rent for any such improvement or the construction or installation costs thereof;
 - o. to surrender up, at the end of the term thereof, the licensed premises and the Club-owned equipment and personal property covered by this agreement in good order and condition, reasonable wear and tear excepted;
 - p. to replace any glass, dinnerware, silverware, furniture, fixtures or furnishings owned by the Club and purchased subsequent to this Agreement, which may be lost or broken during the term of this Agreement or occupancy by Licensee. The parties may mutually agree in writing

- to waive such replacement in lieu of other equipment, furniture or fixtures acquired by Licensee and to remain on the licensed premises;
 - q. to refrain from harboring any animals or other pets upon the premises, and to not engage in or allow any illegal or offensive activity on the premises;
 - r. to consistently operate the beverage cart, for the convenience of the members and golfing public;
 - s. that any violation of this agreement will be addressed with a written warning. A second violation of the same or similar nature will result in the termination of this lease and forfeiture of all monies paid to date per paragraph 2 of this agreement;
 - t. Licensee shall provide the Club with a list of future bookings for the following year should this lease terminate at the end of the year;
 - u. shall use its best efforts to ensure that all persons at non-club events stay off the actual golf course grounds such as greens and sand traps; and
 - v. Any equipment, furniture or fixtures purchased by Licensee shall remain the property of Licensee at the end of this term provided any fixtures removed must not leave damage to the premises and must put the premises back into original condition.
7. The parties hereto specifically recognize, covenant and agree that Licensee is, and shall continue to be, throughout the term of this agreement an independent contractor and neither Licensee nor any of Licensee's employees, contractors or agents shall be deemed to be employees of the Club.
 8. The parties further agree that in all dealings, negotiations, and interchange between the Licensee and the Club, Licensee will report to and/or deal with only the Chair of the Club's House Committee or a designated committee member and need not confer with or account to any other member, officer or director of the Club.
 9. It is further agreed between the parties that the Licensee has commercial use of the facility each year from April 15 to October 15. Any use or entry into the facility from November 1 to March 31 is to be with the Tupper Lake Country Club Board of Directors' and the Town Board's full approval, with the understanding that the Licensee will require access prior to March 31 for permitting and cleaning and preparation of the facility for operations.
 10. It is further agreed between the parties that if during the term of the license the premises shall be damaged or destroyed by fire or other cause so as to render the premises unfit for occupancy or impossible to conduct the business of Licensee thereon, or in the event such damage cannot be repaired with reasonable diligence within 30 days from the happening of such injury, then the Club may terminate this agreement and the term herein provided from the date of such damage or destruction, and Licensee shall immediately surrender the premises and all interest therein to the Club; and, if the damage or destruction occurs after July 15 in any given year, Licensee shall pay a license fee pro-rated to the time of such damage or destruction, however, if the damage or destruction occurs prior to July 15 in any given year then there shall be no license fees due. If the premises can be restored within 30 days from the happening of the injury thereto and the Club elects to so repair or restore said premises, then this agreement shall not end or terminate on account of such injury or damage, but the license fee shall not run or accrue after the damage and during the process of repairs, and up to the time when the repairs shall be completed, except only that Licensee shall during such time pay a pro-rata portion of such license fee apportioned to that part of the premises which may be actually occupied during such repair period. If, however, the premises shall be so slightly injured or damaged as not to be rendered unfit for occupancy as determined by the Town's Code Enforcement Officer, then the Club shall repair the same with reasonable promptness, and in that case the license fee shall not cease or be abated during the repair period. All improvements or betterment's placed by Licensee on the premises shall, however, be repaired or replaced by Licensee at his/her/its own expense and not at the expense of the Club.
 11. In the event that the Licensee terminates this Agreement without the approval of the Club's Board of Directors prior to the expiration of this agreement, as referenced in paragraph 1 hereof, the fees paid per paragraph "2" of the agreement and the Deposit shall be retained by the Club as liquidated damages for early termination as the Club's sole remedy.
 12. The Club and Licensee agree to meet or about October 31, 2017 to review the lease arrangement, alcohol policy and licensing at the club and operational issues, and to discuss the further extension of the lease arrangement for an additional two years. The parties agree that they will disclose their financial status and negotiate any lease amendments in good faith. The Club and Licensee agree to meet or about October 31 each year thereafter as well for purposes of discussing the ongoing lease arrangement.
 13. In the event that the Licensee shall be deemed by the Club to be in substantial violation of any terms or provisions of this agreement, the Club shall give written notice to Licensee of such determination with a reasonable time to cure such violation. In the event such violation is not

corrected or cured within 5 business days after receipt of a second written notice by Licensee the Club may terminate this Agreement. In addition, the Club may terminate this agreement on five (5) days' notice if any license required for the operation of the premises as set forth herein, such as liquor licenses or Department of Health licenses, are suspended, revoked or are not timely renewed or obtained.

- 14. The Club may terminate this agreement if, for any reason, the Club's concession agreement with the Town of Tupper Lake is terminated. In such event, or upon mutual agreement, Licensee shall have the option to negotiate directly with the Town.
- 15. It is agreed by and between the parties hereto that notwithstanding any other term or provision set forth herein, this agreement shall not be effective as between the parties hereto until the Town Board of the Town of Tupper Lake, Franklin County, New York consents thereto.
- 16. This agreement may not be amended except by written agreement signed by the parties hereto.
- 17. This agreement may be assigned to an entity or entities solely owned by the Licensee with the approval of the Club.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the ____ day January, 2020.

TUPPER LAKE COUNTRY CLUB, INC.

By: _____
Its: MIKE SOVEY
President

LICENSEE:

By: _____
JAIME ARMSTRONG

TOWN OF TUPPER LAKE

By: _____
Its: PATRICIA LITTLEFIELD
Supervisor

Funding Timeline: Payable to Tupper Lake Golf Club

- 1. \$1,500.00 Deposit paid at the time of execution of the lease and replenishment of deposit, if any, by February 28th each successive year.
- 2. \$750.00 on the 1st day of each month of April, May, June, July, August, September and on the 1st day of such months each year thereafter for the succeeding term(s).

Councilman Dechene made a motion to approve Lease Agreement with Tupper Lake Country Club and Licensee Jamie Armstrong, with a correction to 5b changing Club to Town.

Seconded by Councilman Quinn
All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

CONFLICT WAIVER

LESSOR(S): **TOWN OF TUPPER LAKE**, with offices located at 120 Demars Boulevard, Tupper Lake, New York, and **TUPPER LAKE GOLF CLUB**, with offices located at 141 Country Club Road, Tupper Lake, New York 12986

LESSEE(S): **JAIME ARMSTRONG**, of _____

Re: Lease of premises known as the Tupper Lake Country Club located in the Town of Tupper Lake, County of Franklin and State of New York, known as 141 Country Club Road.

Both the above listed Lessor and Lessee have asked us to jointly represent them in connection with the Lease of Property in the Town of Tupper Lake, County of Franklin and State of New York, known as 141 Country Club Road, Tax Map Identification No. 510.-1-65.

The undersigned parties have voluntarily chosen to use the services of one law firm regarding the above transaction. They understand and recognize that they have the right to independent counsel and have had the opportunity to seek the same, and that conflicts of interest potentially exist and that others may arise as a result of representation by one law firm. The parties acknowledge they have been advised of this, and that they desire to still engage one law firm. The parties agree they have informed consent.

Given that neither you nor we have as of yet detected a basis for a conflict, we would be pleased to agree to represent all parties hereto, subject to the following understandings. Although the interests of both of you in this matter are generally consistent, you both acknowledge that you recognize and understand that differences may exist or become evident during the course of our representation. Notwithstanding these possibilities, the two of you have determined that it is in your individual and mutual interests to have a single law firm represent you jointly in connection with this matter. Potential conflicts of interest that might arise include but are not limited to: wrongful breach of the contract; issues arising from non-curable title defects or other matters involving the sale of real property and contents.

In addition, it is possible that a circumstance could arise whereby our continuing with our representation could not occur without it adversely affecting one of you. Should this happen, we will be forced to terminate our representation of you both and it will be necessary for each of you to hire your own independent lawyers. In light of this possibility, we would recommend that you both seek independent legal advice to determine whether consent to joint representation should be given. Whether or not you do so, however, is up to you. Accordingly, this confirms your mutual agreement to have us represent you jointly in connection with the above-described matter. This will also confirm that you both have each agreed to waive any conflict of interest arising out of, and that you will not object to, our representation of each of you in the matter described herein. Therefore, you hereby state that you prefer that the law office of Kirk Gagnier, jointly represent you in this matter and that are not exercising your right to hire independent lawyers.

Finally, neither of you should assume that anything you say to us will be held in confidence from the other as we will have a legal and ethical duty to tell the other anything that one of you tells us in confidence; but only if it has any relevancy at all to the legal issues at hand. In fact, failure to reveal such information to the other would be a violation of the joint attorney-client relationship. In other words, your conversations with us are not privileged as between the two of you. If you want independent advice or wish to be able to discuss matters in complete privacy, you both will need separate counsel. If you need to discuss the terms of this agreement or any related issues, please contact us at your earliest convenience. However, if you agree that the foregoing accurately reflects your understanding, please sign and return the enclosed copy of this agreement.

In the event that a dispute, claim, action or lawsuit arises in connection with the above transaction, the parties acknowledge and agree that the law firm of Kirk Gagnier, Esq. shall be unable to represent either party regarding such dispute and additionally that Kirk Gagnier, Esq. shall not be called as a witness or joined as a party in any such proceeding and the parties hereto waive any conflict of interest or claim based thereupon.

TOWN OF TUPPER LAKE

Dated: _____
By: Patricia Littlefield, Supervisor; Lessor

TUPPER LAKE GOLF CLUB

Dated: _____
By: Mike Sovey, President; Lessor

Dated: _____
JAIME ARMSTRONG, Lessee

Councilman Quinn made motion to authorize Supervisor to sign conflict wavier.

Seconded by Councilwoman Fontana
All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

- 15. Approve Rules for Public Participation
In Town Board Meetings:

Public Participation in town board meeting:

A town board meeting is a serious matter. The Open Meetings Law gives the public the right to attend town board meetings and to listen to town board. All interested persons have right to

attend **public hearing** of the town, participate in and make inquiries relating to the purposes thereof.

HOWEVER, the public may not participate in the meeting except upon the invitation of the board and also, except in the case of public hearings called as required by law, for the consideration of special matters. (Town Law Manual, The Associations of Towns Chapter 4, Section 5).

In connection with public participation in town board meetings the New York State Comptroller has rendered the following Opinion which is of interest: (22 Op. St. Comp. No. 311, 1966)

A Town Board has the right to promulgate rules of procedure for the orderly conduct of its meeting and for the proper management of the business and affairs of the town (Town Law Section 63)

The Town Board may invite a resident of the town_of the town to participate therein so long as such participation is orderly and constructive and does not interfere with the business and purpose of the meeting.

Proposed Rules of Procedure for the Public Comment Period

- 1: A person recognized by the Supervisor who wishes to speak shall stand and give name, address and the nature of his or her business, briefly.
- 2: Each person recognized may address their comments professionally, politely and directly to the Supervisor and Board for not more than three (3) minutes. A Board member assigned by the Supervisor will “keep time”.
- 3: A person recognized should speak slowly, clearly and loudly enough to be heard.
- 4: A person cannot give their time to another.
- 5: A person recognized may only speak one time.
- 6: A person should not expect an immediate answer to a specific question from a member of the Board.

Motion to pass resolution for new rules for public participation in a town board meeting was made by Councilwoman Fontana.

Seconded by Councilman Dechene

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

16. Approve Resignation of Garry Lanthier

From BAR:

An email was sent to the Town Supervisor from Garry Lanthier with regret, resigning as of December 31, 2019 from his position on the Board of Assessment Review.

Supervisor Littlefield thanked Garry Lanthier on behalf of the Town Board for all his years of service on the Board of Assessment Review.

Councilman Quinn made motion to accept Garry Lanthier’s resignation from the Board of Assessment review with regret.

Seconded by Councilman Dechene

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

17. Purchase Snow Blaster

To Groom Trails:

Councilman Quinn made motion to purchase a Snow Blaster to tow behind groomer, to groom trails for fat bike use, in the amount of \$2,552.53, money in trail fund donations will be used to purchase.

Seconded by Councilman Dechene

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

18. Public Comment:

James Lanthier commented on signs out at Moody Road, still nothing has been done from DEC.

19. Adjourn:

Motion to adjourn at 8:36 p.m. was made by Councilman Quinn

Seconded by Councilman Dechene

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

Laurie J Fuller – Town Clerk RMC